

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

IN RE: FIGHT PASS AUTO-RENEWAL
LITIGATION

THIS DOCUMENT RELATES TO: ALL
ACTIONS.

Case No. 2:23-cv-00802-CDS-DJA

Member Case Nos.: 2:23-cv-01211-CDS-EJY
2:23-cv-01259-CDS-EJY

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

On January 21, 2025, this Court granted preliminary approval of the proposed class action settlement agreement between the parties (the “Settlement Agreement” or “Settlement”). ECF No. 103. The Court also provisionally certified a Settlement Class for settlement purposes, approved the procedure for giving notice and forms of Notice, and set a final approval hearing to take place on June 10, 2025. The Settlement Class is defined as: All natural persons with a current or former paid Fight Pass subscription (i.e. Active or Inactive Subscribers) within the Class Period in the following states: California, the District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, and Vermont (“Settlement Class”). No other persons shall be within the Settlement Class definition. Excluded from the Settlement Class are: (1) all attorneys and employees of the Settlement Class Counsel; (2) any judicial officer to whom the Action is assigned; and (3) persons who validly opt out of the Class Action Settlement by following the procedures set forth in the Agreement.

On June 10, 2025, the Court held a duly-noticed final approval hearing to consider: (1) whether the terms and conditions of the Settlement are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing the complaint on the merits and with prejudice in favor of Defendants and against all persons or entities who are Settlement Class members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award attorneys’ fees, costs and expenses to Class Counsel and whether and in what amount to make an incentive award to Plaintiffs.

The Court, having considered all matters submitted to it at the hearing and otherwise, and it appearing that the Class Notice substantially in the form approved by the Court was given in the manner that the Court ordered to persons who purchased the Fight Pass Subscriptions at issue, as ordered by the Court, and having considered and determined that the proposed settlement of the claims of the Settlement Class Members against Defendants, as well as the release of Defendants and the Released Parties, and the awards of attorneys’ fees, costs, and expenses and incentive award requested, are fair, reasonable and adequate, **HEREBY ORDERS, DECREES, AND ADJUDGES** as follows:

1 1. The definitions in the Settlement Agreement and the Court’s Preliminary Approval
2 Order are hereby incorporated herein as though fully set forth in this Order, and all other terms and
3 phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement
4 and in the Court’s Preliminary Approval Order, and/or in any Order of this Court prior to the entry
5 of final Judgment.

6 2. The Court finds that the prerequisites for a settlement class under Federal Rules of
7 Civil Procedure (“Fed. R. Civ. P.”) 23(a) and (b)(3) have been satisfied, for purposes of settlement
8 only, in that: (a) the number of Settlement Class Members is so numerous that joinder of all members
9 thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c)
10 the claims of the Class Representatives are typical of the claims of the Settlement Class she seeks to
11 represent; (d) the Class Representatives have and will fairly and adequately represent the interests of
12 the Settlement Class; (e) the questions of law and fact common to the Settlement Class Members
13 predominate over any questions affecting any individual Settlement Class Member; and (f) a class
14 action is superior to the other available methods for the fair and efficient adjudication of the
15 controversy.

16 3. The Court finds that the requirements of Rule 23(e) of the Federal Rule of Civil
17 Procedure and other laws and rules applicable to final settlement approval of class actions have been
18 satisfied, and the Court approves the settlement of this Action as memorialized in the Settlement
19 Agreement as being fair, just reasonable and adequate to the Settlement Class and its members. The
20 Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives
21 of the class action and provides substantial relief to the Settlement Class without the risks, burdens,
22 costs or delays associated with continued litigation, trial and/or appeal. The Settlement is not a
23 finding or admission of liability by the Defendants or any other person, nor a finding of the validity
24 of any claims asserted in the Action or of any wrongdoing or any violation of law.

25 4. Pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies this action, for
26 purposes of settlement, a class action on behalf of: “All natural persons with a current or former paid
27 Fight Pass subscription (i.e. Active or Inactive Subscribers) within the Class Period in the following

1 states: California, the District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina,
2 North Dakota, Oregon, Virginia, and Vermont.” (“Settlement Class”). No other persons shall be
3 within the Settlement Class definition. Excluded from the Settlement Class are: (1) all attorneys and
4 employees of the Settlement Class Counsel; (2) any judicial officer to whom the Action is assigned;
5 and (3) persons who validly opt out of the Class Action Settlement by following the procedures set
6 forth in the Agreement.

7 5. Hart L. Robinovitch of Zimmerman Reed LLP, Timothy Fisher of Bursor & Fisher,
8 P.A., and Chad Saunders of Crosner Legal, P.C. are appointed as Class Counsel. Plaintiffs Moises
9 Resa, Frank Garza, Tanner Pendergraft, Isaiah Sanchez, and Saul Garcia shall serve as Class
10 Representatives.

11 6. Notice of the pendency of this action as a class action and of the proposed settlement
12 was given to Settlement Class Members in a manner reasonably calculated to provide the best notice
13 practicable under the circumstances. The form and method of notifying the Settlement Class of the
14 pendency of the Action as a class action and of the terms and conditions of the proposed Settlement
15 met the requirements of Fed. R. Civ. P. 23, due process, and any other applicable law, and constituted
16 due and sufficient notice to all persons and entities entitled thereto. In addition, the Court finds that
17 Defendants fully satisfied any obligation to provide Notice of the proposed Settlement Agreement to
18 the public officials designated under the Class Action Fairness Act, 28 U.S.C. § 1715, to receive
19 such notice, as set forth in Defendants’ Notice of Compliance with 28 U.S.C. § 1715.

20 7. The Court has considered and finds Class Counsel and the Class Representatives have
21 adequately represented the Class. Plaintiffs, by and through their counsel, have investigated the
22 pertinent facts and law, and have evaluated the risks associated with continued litigation, class
23 certification, trial, and/or appeal. The Court finds that the Settlement Agreement was reached in the
24 absence of collusion, is the product of informed, good-faith, arms-length negotiations between the
25 parties and their capable and experienced counsel.

26 8. The Court finds that the Settlement is effective in appropriately distributing relief to
27 the Settlement Class in light of the claims and defenses asserted, that the method of processing

1 Settlement Class Member claims is reasonable and appropriate, and that the Settlement Agreement
2 treats all Settlement Class Members equitably relative to each other.

3 9. The Court has evaluated this overall reaction of the Class to the Settlement and finds
4 that the overall acceptance of the Settlement Agreement by Settlement Class Members supports the
5 Court's conclusion that the Settlement Agreement is in all respects fair, reasonable, adequate, and in
6 the best interests of the Class.

7 10. The Parties are directed to consummate the Settlement Agreement in accordance with
8 its terms and conditions. The parties are authorized to disburse funds from the Gross Settlement
9 Amount in accordance with the terms and conditions of the Settlement Agreement.

10 11. Defendants shall implement (if they have not done so already) the changes to the Fight
11 Pass Subscriptions described in Paragraph 4.5 of the Settlement Agreement within a reasonably
12 practicable time from the date of this order.

13 12. Angeion Group ("Angeion") is finally appointed to continue to serve as the Claims
14 Administrator as provided in the Settlement Agreement. The Claims Administrator is directed to
15 process all Authorized Claims in accordance with the Settlement Agreement. Class Counsel and
16 Counsel for Defendants are hereby authorized to employ all reasonable procedures in connection
17 with administration of the Settlement Agreement that are not materially inconsistent with this Order
18 or the Settlement Agreement.

19 13. The Court authorizes the payment of the Claims Administrator's fees from the Gross
20 Settlement Fund pursuant to Paragraphs 4.1 and 5 of the Settlement Agreement.

21 14. There shall be no recourse to any Defendants, Releasee, Released Party or their
22 counsel, or to the Class Representatives or Class Counsel, or to the Claims Administrator or to this
23 Court, for any determination made by the Claims Administrator pursuant to its responsibilities under
24 the Settlement Agreement. In addition, notwithstanding anything else in this Order, if the Claims
25 Administrator or any Party has reason to believe that a false or fraudulent Claim has been submitted
26 in this Settlement, or that any Claim has been submitted under false pretenses, the Claims
27 Administrator may reject the Claim.

1 15. The allowance or disallowance by the Court of any Fee Award or Incentive Award
2 have been considered by the Court separately from the Court's consideration of the fairness,
3 reasonableness and adequacy of the Settlement. Any Order or proceeding related to the application
4 for an award of fees, costs and expenses, or any appeal from any Fee Award or Incentive Award or
5 other order relating thereto, shall not operate to terminate or cancel the Settlement Agreement, nor
6 affect or delay the finality of this Final Order and Judgment.

7 16. Pursuant to Fed. R. Civ. P. 23(h), the Court hereby awards Class Counsel total
8 attorneys' fees, in the amount of \$400,000.00, said amount to be deducted from the Gross Settlement
9 Fund pursuant to Paragraph 4.1 of the Settlement Agreement and Release. Said amount shall be
10 apportioned by Class Counsel according to Class Counsel's separate agreement.

11 17. In addition, the Court hereby separately awards Class Counsel total costs and
12 expenses pursuant to Paragraph 4.1 of the Settlement Agreement and Release in the amount of
13 \$23,902.79. This award represents the amounts set forth in Class Counsel's Declarations
14 (\$21,293.23) in support of the Motion for Attorneys' Fees and Costs (ECF 106-1-3; Fisher Decl.
15 ¶27), plus \$2,609.56 in additional travel expenses incurred by Class Counsel after the submission of
16 those declarations related to Class Counsel's appearance at the June 10, 2025 final approval motion
17 hearing. This amount shall be deducted from the Gross Settlement Fund pursuant to Paragraph 4.1
18 of the Settlement Agreement and Release and paid to each respective Class Counsel in amounts set
19 forth in their declarations.

20 18. The Court also orders payment of service award(s) in the amount(s) of \$2,500.00 to
21 Plaintiff Moises Reza, \$2,500.00 to Plaintiff Frank Garza, \$2,500.00 to Plaintiff Tanner Pendergraft,
22 \$2,500.00 to Plaintiff Isaiah Sanchez, and \$2,500.00 to Plaintiff Saul Garcia. These amounts are to
23 be paid in the time and manner described in the Settlement Agreement.

24 19. All residual funds remaining in the Gross Settlement Fund after disbursements shall
25 be paid by the Claims Administrator in equal shares to the two *cy pres* recipients, Public Citizen and
26 Public Justice pursuant to Paragraph 4.7 of the Settlement Agreement.

1 20. The Action is hereby dismissed with prejudice and without costs as against
2 Defendants and the Released Parties.

3 21. Class Representatives and all Settlement Class Members (except any such person who
4 has filed a proper and timely request for exclusion) and all persons acting on behalf of or in concert
5 with any of the above, are hereby permanently barred and enjoined from instituting, commencing or
6 prosecuting, either directly or in any other capacity, any and all of the Released Claims against any
7 of the Released Parties. The Court finds that issuance of the permanent injunction described in this
8 paragraph is necessary and appropriate in aid of the Court's jurisdiction over this Action and to
9 protect and effectuate this Order.

10 22. Effective as of the Final Settlement Approval Date, the Settlement Class
11 Representatives and each Settlement Class Member, and their respective heirs, assigns, successors,
12 agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this
13 Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and
14 forever, released Defendants, and their past or present direct and indirect parents, affiliates and
15 subsidiaries (whether or not wholly owned) and their respective present and former directors,
16 officers, employees, agents, members, attorneys, representatives, affiliates, parents, subsidiaries
17 (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and
18 each of them (collectively, the "Released Parties") from any and all liabilities, claims, causes of
19 action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties,
20 costs, attorneys' fees, losses, or demands, whether known or unknown, in law or equity, existing or
21 suspected or unsuspected, that were or reasonably could have been asserted in the Action, or that in
22 any way arise out of or in any way relate to the facts, practices and allegations in this Action or the
23 amended consolidated complaint set forth in Section 2.1, including any marketing or advertising
24 related to the same (collectively, the "Released Claims"). Nothing herein shall be construed as a
25 waiver or release by Defendants of claims against any third parties.

26 23. By operation of this Agreement and the entry of the Final Approval Order and
27 Judgment, and with regard to the Released Claims only, the Settlement Class Representatives and

1 each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys,
2 executors, and representatives, agree to and do waive, in connection with the Released Claims only,
3 any and all provisions, rights and benefits, which they now have or in the future may be conferred to
4 them by section 1542 of the California Civil Code or any comparable statutory or common law
5 provision of any other jurisdiction.

6 24. Except for proceedings to enforce the terms of this Settlement Agreement, upon entry
7 of the Final Approval Order and Judgment, the Settlement Class Representatives and each Settlement
8 Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment,
9 shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any
10 lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before
11 any local, state, federal or administrative agency, or any other tribunal, that arises from or relates to
12 any of the Released Claims.

13 25. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the
14 negotiations or proceedings connected with it, nor any of the documents or statements referred to
15 therein shall be:

16 a. offered by any person or received against Defendants as evidence or construed as or
17 deemed to be evidence of any presumption, concession, or admission by Defendants of the truth of
18 the facts alleged by the Class Representatives or any Settlement Class Member or the validity of any
19 claim that has been or could have been asserted in the Action or in any litigation, or other judicial or
20 administrative proceeding, or the deficiency of any defense that has been or could have been asserted
21 in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of Defendants;

22 b. offered by any person or received against Defendants as evidence of a presumption,
23 concession or admission of any fault, misrepresentation or omission with respect to any statement or
24 written document approved or made by Defendants or any other wrongdoing by Defendants;

25 c. offered by any person or received against Defendants as evidence of a presumption,
26 concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any
27 way referred to for any other reason against any of the settling parties, in any civil, criminal, or

1 administrative action or proceeding; provided, however, that nothing contained in this paragraph
2 shall prevent the Settlement Agreement from being used, offered, or received in evidence in any
3 proceeding to approve, enforce, or otherwise effectuate the Settlement or the Settlement Approval
4 Order and Final Judgment, or in which the reasonableness, fairness, or good faith of the parties in
5 participating in the Settlement (or any agreement or order relating thereto) is an issue, or to enforce
6 or effectuate provisions of the Settlement, the Settlement Approval Order and Final Judgment, the
7 releases as to the Released Parties.

8 26. Claims documents in this case, and all materials and data held by the Claims
9 Administrator regarding the Settlement Class, including the Class List, shall be strictly confidential
10 and not subject to publication or disclosure, and shall not be used for any other purposes beyond
11 providing notice to the Settlement Class and assisting with the determination of valid claims. No
12 person other than the Parties and their counsel, the Claims Administrator, and the Court shall be
13 permitted to obtain or review any Claim Form, or any decision of the Claims Administrator with
14 respect to accepting or rejecting any Claim, except as provided for herein or upon Court Order for
15 good cause shown.

16 27. This Settlement Approval Order and Final Judgment constitutes a judgment within
17 the meaning and for purposes of Rule 54 of the Federal Rules of Civil Procedure. Without affecting
18 the finality of the Settlement Approval Order and Final Judgment in any way, this Court hereby
19 retains continuing jurisdiction over: (a) the disposition of the settlement benefits and (b) the settling
20 parties for purposes of construing, enforcing and administering the Settlement Agreement.

21 28. Without further order of the Court, the settling parties may agree to reasonably
22 necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

23 Dated: June 9, 2025

24 IT IS SO ORDERED:

25 _____
26 United States District Judge
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